

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT E.D.N.Y.

★ NOV 02 2015 ★

-----X
JASON P BRAND :

LONG ISLAND OFFICE

Plaintiff

:

Against

NARCO FREEDOM INC, ET AL. :

2:15cv 05021 (JMA) (GRB)

Defendant(s),

-----X

STATE OF NEW YORK

COUNTY OF SUFFOLK;

MOTION – IN RESPONSE TO REQUEST TO WITHDRAW CLAIM AGAINST MS. JONES AS RECEIVER IN THIS ACTION BY SDNY

I have some serious concerns which are reasonable and will show that without such actions by this court, a complete withdrawal with prejudice would jeopardize my rights to a fair trial with the ability to claim monies that are legally due to me under the law. Without some type of reserve or responsibility taken by the existing controlling entity, my rights would be unjustly withheld by the SDNY under the USDOL ERISA statute as well as my rights under NYS Labor Laws.

If the court wishes me to drop the suit against the Receiver appointed by the court who is continuously acting contrary to the interests of the beneficiaries in which she has been appointed by the court to protect, I do not see how I can protect my rights as the protected assets continue to be liquidated. Thus the only other claim that would be valid is that against the US Government, which also has immunity under this action, and I believe that would be quite a stretch, and rather enforce such claims now when they are still feasible. Otherwise I would be left with no recourse for being discriminated against after I have continually pleaded requesting the same right as those who have been awarded such.

This court is the venue in which I need to be heard and where I have brought this action given the diversity of all the co-defendants locations and my disability and lack of ability to travel. I'm hoping that this court can find a way to prevent myself to being selectively discriminated, yet also respect the order of Hon. Koetl in the Southern District, considering my requests are not unreasonable or even extraordinary in nature, but rather a responsibility under normal circumstances and protected by law. There needs to be a way to prevent the continued dissipation of assets in which there are valid and enforceable claims. This is why I have asked in the past under an order to show cause, in an emergency motion, to attempt to prevent further harm, yet I have been unsuccessful in obtaining such.

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EDNY PRO SE OFFICE

The court has ordered that the current receiver transition the operations to new providers, in which assets are being liquidated to transfer assets to new entities. Yet many assets that have been transferred are not rightfully the company's assets, yet rather reserves, and accrued monies earned by its employees as stated on federal cost reports. These monies are protected and cannot be transferred to other expenses. Wages and Benefits in which an valid claim exists are considered valid debts which act as a primary a lien against a company in which must first be satisfied before any other debts be satisfied.

Again, the statue of limitations bars when I can bring an action under ERISA, and I gave the company just about a year to make good on their obligations under the law and their promises, I cannot have a "stay" be in place when reserves are being liquidated that serve as protection for my claim,

However, these claims have been asserted to the EEOC and NYSDHR of February 2015, and such claims should have been made on record with this court in the receivership case, in which I am not a party, by the court appointed representative. Her failure should not be held to prejudice my rights under the statute of limitations. My complaint was then forwarded to Narco Freedom's Insurance carrier as a claim on 5/31/2015 when NYS DHR and the EEOC brought a claim against Narco Freedom on my behalf. They were provided false information that Narco Freedom was in Bankruptcy, and was told to stand down by representatives of the receiver. I have various false promises in emails and correspondence acknowledging my claims and what's legally due to me, yet when it all comes down to the actual facts, I was lead on by the Receiver and her representatives all the way up to few weeks before the statute of limitations under the claim to bring suit was about to expire.

My suit has been corrected in ECF is in fact an ERISA suit, in which may only be claimed within 1 year of the date of claim. But even if it did fall under the ADA statue, we still run into the same issues, Assets are being liquidated and anyone who would bring a valid claim is prejudiced by such.

Given my notice and FMLA leave was effective 10/21/14. We are now filed and in compliance under that statute. A stay or withdrawal would jeopardize those rights against third parties such as Cigna life insurance and/or others who are not subject to the restraints yet I believe the case has been stayed, and the defendants have not acknowledged the receipt of the complaint, even though I have waived service of a summons as a Prose Plaintiff. I am told as per the last conference, the receiver is debating whether or not to wind down the company and commence bankruptcy, yet last we spoke the company had approx. 4 million in the bank with another 2.9 withheld and a 5-6 million-dollar property?

I don't understand how a company becomes bankrupt when the operations have been assumed by third parties, and they fail to pay obligated expenses? Ms. Jones, has acknowledged recently that the accrued time by the employees is in fact a valid debt, in which she has awarded accrued time to some, yet not all employees that were terminated as of 7/28/2015, the date that a NYS WARN notice went out. I was conveniently fired officially on 7/15/2015, yet

went of FMLA 11/20/2014, and have not been paid any accrued time or any owed monies since 11/24/2014. How exactly some employees are entitled to their accrued time and not others in both a violation of Narco Freedom's Policy, but its discrimination, and never has been applied in this regard in the history of the company.

It also seems that some of these staff may or may not have actually had the accrued time in which was awarded to them, such time owed was tracked by the administration / payroll department, and the time paid seems to be incorrect for a lot of individuals, given a lot of individuals were already paid some of their time, yet it is not clear if such time taken was adjusted and if they actually got paid twice for the same time?

During my leave of absence, I had submitted Federal FMLA paperwork as per USDOL documenting the reasons for my leave and my health conditions, attached to such I provided a spreadsheet detailing my time accrued and owed by Narco Freedom, as per my employment file. This time was supposed to be continuously paid during my sick leave including all benefits I had intact. This was not the case.

After I left, my employment file was altered, time and expenses were removed from my accrued time secretly. I was told I owed the company money in accrued time. This is strange because the number listed on my FMLA submittal reflects the time that was in my employee file right before I left to go on FMLA.

I had my attorney contact Narco Freedom's Counsel and it was determined that yes, in fact the ex-controller decided to modify my time as retribution. We have documentation to show that such actions have taken place in document form, and acknowledgement from Narco Freedom's counsel of such. I even have offers on the table, in which I would not take, because I wanted what I was owed, not an offer.

Narco Freedom was to verify my job duties for their Self-Funded ERISA Long Term Disability Policy, which would in addition pickup other expenses and lost income. Yet, I was treated differently and though my discovery and the evidence I have obtained I was a victim of retribution by ex-staff of Narco Freedom. I was told this was rectified.

In previous correspondence to this court I have sent a letter from nys dept of financial services (nys insurance dept.) simply stating that my claim is held up simply because the receiver or anyone in an administrative capacity has failed to clarify to Cigna insurance company what my job was at narco and what I did and what I can't do now as a result of the disability.

16 times ms. Jones was contacted for this information and she ignored the calls and letters.

Cigna requires certain information from the employer from what they are saying. As I have given them all the information in which they requested from me, including my duties at Narco

Freedom. Yet Cigna is a representative of Narco Freedom, and ultimately it is Narco's duty as fiduciary to make sure the plan acts in the best interests of the beneficiaries,

I'm not asking for anything unreasonable here. Just the same rights as every other employee at narco who has or had claimed disability benefits, in which the plan has coverage, and/or those who have been terminated and received their earned wages and insurance allowances.

But this lack of action by the receiver really put me in a predicament, because when the Cigna plan denied based upon not having enough info, so did my private carriers, and I have had zero income or benefits since last October. I have another suit in EDNY under Caption ("Principal v. Brand") in which they are seeking a recession against my policy for many reasons, I am aware that Principal Life insurance reached out to Cigna Life Insurance (Narco Freedom's LTD Carrier) and Representatives at Narco Freedom Inc. and immediately following such, I was served with a rescission action by Principal Life Insurance.

Lloyds of London has also a policy that acts in "excess" of the principal policy and that has been denied pretty much right after that claims representative made contact with Cigna Life, and Narco Freedom Inc.

Narco Freedom has caused tremendous ongoing punitive damages, yet continues to breach the well-intended fiduciary duty it owes its beneficiaries. Now all of a sudden the acknowledgement by the receiver that there is a duty to pay accrued time under the law, but last I checked that was a universal duty to all, not just who she decides is worthy of having those rights,

I do not believe Hon. Koechl understands this context in which I assert my rights and how it may seem wrong to hold a court appointed agent responsible for her actions, this is a very different context than in the case he notes "Barton Railroad". Again, this is not a bankruptcy case, nor can I assert any rights against the receiver prior to her appointment of the court.

But once she is appointed to by the court there are certain responsibilities she has to abide by, just like every other court employee. There are laws, and she was put in the position to wind down the company and prevent any alleged harm to the clients and the staff from continuing.

She has been put in the position to transition the company over to other operators, while making sure the obligations of the company are fulfilled. Not bankrupt the company, not hurt the employees or soon to be ex-employees in a matter that's unlawful.

Ms. Jones did act to make sure my health benefits were paid when she came on as the receiver, and that is very much appreciated, and was the proper action given the law, but she stopped there, and didn't follow through with the rest of the issues in which I have brought to her attention so many times.

Not only this, I had made aware Narco Freedom's General Counsel prior to Ms. Jones appointment as receiver, for whatever reason she felt the need to replace the current counsel with her own at a cost much higher than before she became the receiver.

The General Council was being paid by the D&O Insurance Policy prior to the receiver's appointment, why the receiver would feel that it would be in the best interests to have Narco Freedom pay for her new counsel instead of continuing to allow the insurance company to pay for the loss they acknowledged and were paying a fair blended rate when she was brought into the company to stabilize it?

I don't believe this makes any sense, especially when there are valid debts due and owing to staff that take precedent in a "normal world". This receiver simply has negligently taken a 45-year-old company and liquidated it in under 6 months for spite. It all makes no sense, meanwhile going off track on her appointed duties and acknowledging a valid debt, and uses the power of the court to discriminate who is entitled to what, when such debt was simply documented. Yet according to court minutes and submissions, this receiver has spent over 100k between accountants, employment attorneys, and general counsel fighting against a valid debt she now acknowledges as valid in an affidavit dated 10/30/2015.

NYS has laws that prevents the discrimination of someone who has been arrested or indicted, NYC has followed with their own set of Laws. Am I exempt? This maybe a federal case, yet she has exercised the rights of some under the agreement to pay accrued time to them, and discriminate against others. This is a violation of many federally regulated laws, and a clear discriminatory act in which she hides behind the veil of the United States Court.

The nysag indictment and civil forfeiture should have no bearing on the monies due and owing to all the relators. These are wages I have earned over the last 17 years working at Narco Freedom, if a claim is brought by the NYS Attorney General and they decide to attach these monies, that is a state matter, and does not have any bearing on this USA case, as I am not a party to this USA civil action. I am just asserting my rights before this court trying to avoid the misdirection funds.

COPY OF LETTER TO NYS DEPT OF LABOR – SENT 2X

To nys dept of labor

My name is Jason Brand, I worked for a company called narco freedom Inc., Fein 13-269-0403. I have worked as the head of the it dept. and various other administrative duties since June of 1997.

the offices of the organization were raided by the attorney general for alleged Medicaid fraud. The stress of working at the place was getting to be too much, also my shoulder pain and finger numbness was getting unbearable! I couldn't sit in front of the computer for a lot of time, I had other duties at the organization as well as managing repairs, and handling violations for repairs of the different locations of the company, making sure the building were clean, making sure the camera systems were up and running, and motivating staff creating proficiency and keep the good moral among the staff. This included much driving around all sites from my home in Suffolk county NY to the Bronx, Brooklyn, queens, and all over the place. Stopping at suppliers to grab supplies, lifting heavy boxes or servers, etc. I began to lose the feeling in my hands and drop important things and break things, and could no longer safely drive and do my job. I requested to take FMLA leave to the board of directors at that time, and the ceo. stating that i needed to take care of my health, and my wife also had a surgery coming up in which i was needed to aid with the children. My leave was approved, and paid with accrued time, and all benefits intact.

My last day of work was October 21st, 2014, the following day the business was to be charged with various charges by the NYSAG including myself and others.

Yet, as of my FMLA date beginning Oct 22, 2014, I had all my pay and benefits stopped, my accrued time has not been paid, my health insurance lapsed, among promises from both the benefits personnel that everything would be reinstated, yet I had to pay myself a few months until it started up again. Yet my dental, Vision, and excess medical coverage in which i was relying on because my surgeon was out of network, and this excess policy was to pick up the uncovered costs, was cancelled effective my date of FMLA. I hired an attorney who spoke to narco freedom's legal counsel and they agreed to back pay and package to make things right, and yet nothing happened. In December I asked the ceo and the board if I could continue the fmla with all benefits paid for another 12 weeks, because I was scheduled for surgery the beginning of January. I kept up with emails and notices from my MD stating I could not go back to work. I applied for SS disability in which I am waiting on an appeal date, and Narco Freedom Has a LTD policy from Cigna that is self-funded, and it was denied and the appeal was also denied because narco freedom failed to call Cigna back with my job description and they would not make a decision on my case without speaking to the fiduciary. This plan is regulated under ERSA which is statute of limitations is set to expire in oct, 2015. I cannot afford an attorney to keep fighting as I have no income! I am in pre-foreclosure on my house, and lost a second property to foreclosure in Florida that I had a rental, some property has since been repro'd, and I went from a 820 credit score to a current 415. I have two children 7 years old in which i have applied for snap, and heating bill assistance. All because I took fmla, and because I have a disability! I'm owed my life back, yet just 2 weeks ago I got a formal letter from a law firm working on behalf of narco freedom that I am now terminated. 8 months after I left for FMLA and the last 12 months left without my pay and most of my benefits.

Narco Freedom is a 501c3 organization, and has always had a line item on its 990 federal returns to show at least a 2.5 million reserve of accrued time for its 400+ employees. The letter to all employees that will all lose their job states that they will not be receiving their accrued time as a result of the layoff, yet why would the federal 990's show such as a liability over the past 10+ years or so? I have no idea who that is calculated or how that works, yet I do know what I am owed in time between sick/vacation/and personal time. I have been singled out and terrorized by the administrative staff over alleged allegations that the state ag has brought against myself and other employees, the key word here is "alleged" because we have yet to go to trial and or work anything out.

I am aware that the NYS Dept of Labor has been working with Narco Freedom in a attempt to help some but not all of the affected employees. As of today, some employees have been successful in the justice granting them up to 8 weeks of their time. These people were just terminated recently, I have been without pay or even any unemployment, disability, or anything for 1 year now. I have been placed in a different category as "the indicted" category, and therefore since I have been accused, I not entitled to due process. I have read NYS law

many times, and this is exactly why we have laws and the constitution to protect people such as me in a case like this. I have no means to retain an attorney or any representative and pay them as I have been denied that right as well.

The above letter with the exception of the last paragraph forward has been forwarded to you previously, and I filed a case with both the eeoc and nys dept of human rights which have issued a right to sue letter, this is very nice if I was in a position to retain an attorney to do so, and if it made any sense in the end of the day? The receiver assigned to the business to “transition the company’s operations to other providers” have taken every step to make sure she also bankrupts the company diverting funds rightfully due to employees that have documented vested interests as stated on their yearly 990’s. These funds were documented by auditing accountants every year and can be broken down to actual numbers.

As I have stated in the past, one of the many responsibilities I had at narco was the IT dept. I went on FMLA leave per the board of director’s approval on 10/22-2014 and took a subsequent leave there after Jan 1st, 2015 for an additional 12 weeks. I have called this receiver many times requesting that accommodations that have been previously agreed upon be made available so I can work from home, or on a limited basis, but the commute would be impossible given my state. The court appointed receiver consistently ignored my calls, emails, faxes, and mail sent to her attention. It left me to other choice but to file a complaint with both state and federal agencies, in her contact with such agencies, information was brought to the attention of the NYS Dept. of Human rights that Narco Freedom was in a bankruptcy and that I should bring a claim against the bankruptcy court. This was a straight out lie, as the case continues to be in the civil department of the Southern District under Hon. Koeltl.

As you will see Hon. Koethl has granted various orders on the “transitioning of the operations to competitor agencies, again a direct failure of allowing us “defendants” in the state case any right to due process and the right to regain employment if we in fact are vindicated, as I continue to fight these allegations as I feel I have been wronged and prejudiced greatly. The organization in which I was with “: Narco Freedom Inc” had been around over 45 years under the then existing administration and CEO. IT was a successful well know equal opportunity employer with little know issues with the DOL. Narco Freedom gave people multiple chances at starting their lives over again, “a fresh start.” There aren’t many organizations quite like this in our world. A huge percentage of the staff and patient population had some type of medical and/or physical disabilities in which was not looked upon in a discriminatory manner, but rather in the contrary allowing the ability to give those most vulnerable a chance to succeed, when most employers would not have any part of it.

Well since the administration including myself was indicted last year, this “norm” rapidly changed. The mindsets went from a compassionate standpoint to a business standpoint, and frustration and anger took over a delicate business based upon “allegations”.

But at the same time, my point still lies with the dissipation of assets that narco freedom still has in the bank in a very discriminatory matter contrary to the law in so many aspects.

We have money being liquidated for non-valid expenses, inflated expenses, and such liabilities that are not primary in terms of owed debt. Paying accrued time under a corporation is non-discriminatory if such a practice exists. Also in narco Freedom's case such liabilities were always disclosed to NYS and the IRS with the required submission of 990's. Yet, as simple as it is to attain such documents that are of public record, the court has allowed 10's of thousands of dollars to be spent to make up a spreadsheet that already existed. Yet this spreadsheet that was created has been tampered with to provide "incentive payments" to certain "individuals" in which the appointed receiver felt did their job the last "4 months". Well, unfortunately I had done my job for almost 18 years, my father did it over 45 years, and others have done such over numerous extended periods and that was required as per their job, and they continued to be paid for their efforts like any other employee in the state would expect to be paid. We all assume when we run a business that the employees act in the capacity in which they were hired, and work together as team to get the work done.

Many employees from records I have seen had taken a lot of their accrued time in July –Aug 2015 already, yet it seems were paid once again with the court order yesterday. Some employees were lucky enough to be transitioned over to the staff of the new providers and are able to continue to provide for their families, while others are not. But my claim exists since October of last year, when the board of director's voted and signed a resolution that enabled me to take FMLA, be compensated with my accrued time, and keep all benefits intact, and then reconfirmed to allow me to continue my paid leave in the following year given I had the accrued time available, and I was available via email or phone when my assistance was needed. I was always responsive, yet not paid or given my accrued time as well as benefits terminated and communication eliminated. My claim is just as valid and has precedent over the other claims given the filing date. When I was ignored, in February I filed both a EEOC and NYS DHR complaint in which an investigation began, and the State and Federal Government was misinformed by counsel to the Receiver that Narco Freedom is currently in a bankruptcy proceeding in which they could not interfere in. This is obviously not factual, yet my word was not motivating enough for the state or the EEOC to re-evaluate such claim I guess?

I have been denied SS Disability due to the failure of Narco Freedom providing my job description and I sit on a 16-22-month backlog of appeals, denied narco's LTD Cigna plan benefits because against Narco Freedom failed to provide a job description to Cigna, according to their claims. Which is in violation with ERISA on the time allowed to make a decision, and I have exhausted my appeal. There is nothing I can do to force Narco Freedom to comply with the law.

The Cigna plan then conspired with my two other LTD carriers Principal and Lloyds of London, and they are seeking recession again without any due process in complete violation of their contracts, as a two-year contestation period has already lapsed per the law and contract. They continued to hold and accept premium to this date as well. I tired workers Comp. and the

receiver appealed such stating my condition was existing? Which is quite interesting since "we never met"? yet she somehow assumes to know my past medical history? Which is surprising she knows more than me somehow? So that was denied as well.

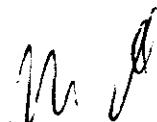
Unemployment denied because I wasn't fired until recently of July 15th, 2015, according to narco freedom's employment council that I never returned from my FMLA leave. Which is very reasonable considering they never called, emailed, or wrote me back to any correspondence, and didn't even know they were expecting me to come back. But what do I do from October 21, 2014 to July 15th, 2015? I'm not entitled to anything every though I was promised?

And I have emails and documentation in owed around 170k in accrued time and the receiver has modified that number to 8k. So much for the protection afforded to me under the whistleblower protection laws, rights under fmla, ada, and ERISA. Let alone discrimination against having an arrest record, being classed out against "a valid and acknowledged agreement" to all employees, yet I am different, I have no rights I assume?

The lack of actions by this state to date have been very disturbing to me, and everyone expects to be treated equally under the law, yet as we wait to have the state to decide whether or not to act per their laws for "all" as the laws were written, we allow the court appointed receiver the right to shred whatever assets are currently existing in matter contrary to the laws in which I was asking your agency to protect.

The State has these specific laws written right in the penal code, the US DOL also made it clear that the state enforces such laws. If the state were to selectively act as they felt, they had an obligation then our laws and constitution discriminates based upon bias acts. All I can do is ask for assistance from your agency as the continuous negligence and lack of fiduciary responsibility to date allows this case to prejudice my rights as a citizen with a disability without any rights to due process who was singly selected to be excluded under your laws with no valid reasoning. Just pure injustice!

Sincerely,



Jason Brand

cc: Garfunkel, Wild, LLP
atty for receiver
Tom Jones

Exhibit

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x
UNITED STATES OF AMERICA,

Plaintiff, : 14 Civ. 8593 (JGK)
-against- :
NARCO FREEDOM, Inc. :
Defendant. :
-----x

**AFFIDAVIT OF TEMPORARY RECEIVER IN FURTHER SUPPORT
OF MOTION TO PAY ACCRUED AND UNPAID VACATION PAY TO
INDIVIDUALS EMPLOYED BY NARCO FREEDOM, INC. AS OF JULY 28, 2015**

STATE OF NEW YORK)

) ss.:
COUNTY OF NASSAU)

Lori Lapin Jones, Esq., being duly sworn, deposes and says:

1. I am the temporary receiver (the "Temporary Receiver") for Narco Freedom, Inc. ("Narco"). This Affidavit is submitted at the request of the Court and in further support of the Temporary Receiver's September 25, 2015 application to pay accrued and unpaid vacation pay, not to exceed an aggregate amount of eight weeks, to individuals employed by Narco as of July 28, 2015 (the "Vacation Pay Motion").

2. As indicated in the accompanying supplemental letter application, I am advised that based on the information available and the law, the accrued and unpaid vacation and personal leave pay (the "Vacation Pay") sought to be paid pursuant to the Vacation Pay Motion is a valid obligation of Narco and not discretionary. Attached as Exhibit A is a list of the names of each former employee sought to be paid along with the amounts each employee would receive

if such employee were paid up to a total of 4 weeks or 8 weeks of accrued and unpaid Vacation Pay, respectively.

3. I have been informed that employee pay stubs reflected the number of hours of vacation and personal days used during the pay period, but did not reflect cumulative hours accrued and unpaid. I have also been informed that Narco tracked employee vacation and personal pay accruals on excel spreadsheets which were maintained on Narco's computer systems. I am further informed that the spreadsheets were regularly updated by Narco's payroll clerks who tracked accrual and usage of vacation and personal days. I am further informed that following the manual input of the hours utilized, the balance remaining as to each employee would be automatically updated in the spreadsheets.

4. I have been provided two employee handbooks. Attached as Exhibit B is a copy of a handbook that was provided to me by the New York State Attorney General's (the "AG") office. I have been advised the handbook was part of a document seizure conducted by the AG during the pre-receivership period. I make no representation as to the authenticity of this handbook.

5. Attached as Exhibit C is a copy of a handbook provided to me by Narco's Acting or Interim Chief Executive Officer. I make no representation as to the authenticity of this handbook.

6. The list attached as Exhibit A was provided to me at my request by Narco's finance department. Specifically, I requested a list of employees as of July 28, 2015 with unused vacation and personal days and the amounts attributable to each employee if I paid up to 4 weeks or 8 weeks of accrued Vacation Pay.

7. As set forth in my counsel's letter to the Court dated October 6, 2015, and addressed on the record on October 7, 2015, I propose to set up a reserve for five former employees (the "Former Executives") of Narco for payment of the lesser of (a) the maximum number of weeks of Vacation Pay paid to other employees pursuant to the Vacation Pay Motion and (b) the number of Vacation Pay days allegedly accrued by each of the individuals who are part of the reserve, plus (in either case) Narco's share of employment taxes. Annexed as Exhibit D is a breakdown of that proposed reserve.

By: 
Lori Lapin Jones, Temporary Receiver

Sworn to before me this 15th day
of October, 2015


Notary Public

BURTON S. WESTON
Notary Public, State of New York
No. 02WE4941755
Qualified In Nassau County
Commission Expires Aug. 29, 20 15

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To nys dept of labor

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Yet, as of my FMLA date beginning Oct 22, 2014, I had all my pay and benefits stopped, my accrued time has not been paid, my health insurance lapsed, among promises from both the benefits personnel that everything would be reinstated, yet I had to pay myself a few months until it started up again. Yet my dental, Vision, and excess medical coverage in which i was relying on because my surgeon was out of network, and this excess policy was to pick up the uncovered costs, was cancelled effective my date of FMLA. I hired an attorney who spoke to narco freedom's legal counsel and they agreed to back pay and package to make things right, and yet nothing happened. In December I asked the ceo and the board if I could continue the fmla with all benefits paid for another 12 weeks, because I was scheduled for surgery the beginning of January. I kept up with emails and notices from my MD stating I could not go back to work. I applied for SS disability in which I am waiting on an appeal date, and Narco Freedom Has a LTD policy from Cigna that is self-funded, and it was denied and the appeal was also denied because narco freedom failed to call Cigna back with my job description and they would not make a decision on my case without speaking to the fiduciary. This plan is regulated under ERSA which is statute of limitations is set to expire in oct, 2015. I cannot afford an attorney to keep fighting as I have no income! I am in pre-foreclosure on my house, and lost a second property to foreclosure in Florida that I had a rental, some property has since been repro'd, and I went from a 820 credit score to a current 415. I have two children 7 years old in which i have applied for snap, and heating bill assistance. All because I took fmla, and because I have a disability! I'm owed my life back, yet just 2 weeks ago I got a formal letter from a law firm working on behalf of narco freedom that I am now terminated. 8 months after I left for FMLA and the last 12 months left without my pay and most of my benefits.

Narco Freedom is a 501c3 organization, and has always had a line item on its 990 federal returns to show at least a 2,5 million reserve of accrued time for its 400+ employees. The letter to all employees that will all lose their job states that they will not be receiving their accrued time as a result of the layoff, yet why would the federal 990's show such as a liability over the past 10+ years or so? I have no idea who that is calculated or how that works, yet I do know what I am owed in time between sick/vacation/and personal time. I have been singled out and terrorized by the administrative staff over alleged allegations that the state ag has brought against myself and other employees, the key word here is "alleged" because we have yet to go to trial and or work anything out.

I am aware that the NYS Dept of Labor has been working with Narco Freedom in a attempt to help some but not all of the affected employees. As of today, some employees have been successful in the justice granting them up to 8 weeks of their time. These people were just terminated recently, I have been without pay or even any unemployment, disability, or anything for 1 year now. I have been placed in a different category as "the indicted" category, and therefore since I have been accused, I not entitled to due process. I have read NYS law

many times, and this is exactly why we have laws and the constitution to protect people such as me in a case like this. I have no means to retain an attorney or any representative and pay them as I have been denied that right as well.

The above letter with the exception of the last paragraph forward has been forwarded to you previously, and I filed a case with both the eeoc and nys dept of human rights which have issued a right to sue letter, this is very nice if I was in a position to retain an attorney to do so, and if it made any sense in the end of the day? The receiver assigned to the business to “transition the company’s operations to other providers” have taken every step to make sure she also bankrupts the company diverting funds rightfully due to employees that have documented vested interests as stated on their yearly 990’s. These funds were documented by auditing accountants every year and can be broken down to actual numbers.

As I have stated in the past, one of the many responsibilities I had at narco was the IT dept. I went on FMLA leave per the board of director’s approval on 10/22/2014 and took a subsequent leave there after Jan 1st, 2015 for an additional 12 weeks. I have called this receiver many times requesting that accommodations that have been previously agreed upon be made available so I can work from home, or on a limited basis, but the commute would be impossible given my state. The court appointed receiver consistently ignored my calls, emails, faxes, and mail sent to her attention. It left me to other choice but to file a complaint with both state and federal agencies, in her contact with such agencies, information was brought to the attention of the NYS Dept. of Human rights that Narco Freedom was in a bankruptcy and that I should bring a claim against the bankruptcy court. This was a straight out lie, as the case continues to be in the civil department of the Southern District under Hon. Koeltl.

As you will see Hon. Koethl has granted various orders on the “transitioning of the operations to competitor agencies, again a direct failure of allowing us “defendants” in the state case any right to due process and the right to regain employment if we in fact are vindicated, as I continue to fight these allegations as I feel I have been wronged and prejudiced greatly. The organization in which I was with “: Narco Freedom Inc” had been around over 45 years under the then existing administration and CEO. IT was a successful well know equal opportunity employer with little know issues with the DOL. Narco Freedom gave people multiple chances at starting their lives over again, “a fresh start.” There aren’t many organizations quite like this in our world. A huge percentage of the staff and patient population had some type of medical and/or physical disabilities in which was not looked upon in a discriminatory manner, but rather in the contrary allowing the ability to give those most vulnerable a chance to succeed, when most employers would not have any part of it.

Well since the administration including myself was indicted last year, this “norm” rapidly changed. The mindsets went from a compassionate standpoint to a business standpoint, and frustration and anger took over a delicate business based upon “allegations”.

But at the same time, my point still lies with the dissipation of assets that narco freedom still has in the bank in a very discriminatory matter contrary to the law in so many aspects.

We have money being liquidated for non-valid expenses, inflated expenses, and such liabilities that are not primary in terms of owed debt. Paying accrued time under a corporation is non-discriminatory if such a practice exists. Also in narco Freedom's case such liabilities were always disclosed to NYS and the IRS with the required submission of 990's. Yet, as simple as it is to attain such documents that are of public record, the court has allowed 10's of thousands of dollars to be spent to make up a spreadsheet that already existed. Yet this spreadsheet that was created has been tampered with to provide "incentive payments" to certain "individuals" in which the appointed receiver felt did their job the last "4 months". Well, unfortunately I had done my job for almost 18 years, my father did it over 45 years, and others have done such over numerous extended periods and that was required as per their job, and they continued to be paid for their efforts like any other employee in the state would expect to be paid. We all assume when we run a business that the employees act in the capacity in which they were hired, and work together as team to get the work done.

Many employees from records I have seen had taken a lot of their accrued time in July –Aug 2015 already, yet it seems were paid once again with the court order yesterday. Some employees were lucky enough to be transitioned over to the staff of the new providers and are able to continue to provide for their families, while others are not. But my claim exists since October of last year, when the board of director's voted and signed a resolution that enabled me to take FMLA, be compensated with my accrued time, and keep all benefits intact, and then reconfirmed to allow me to continue my paid leave in the following year given I had the accrued time available, and I was available via email or phone when my assistance was needed. I was always responsive, yet not paid or given my accrued time as well as benefits terminated and communication eliminated. My claim is just as valid and has precedent over the other claims given the filing date. When I was ignored, in February I filed both a EEOC and NYS DHR complaint in which an investigation began, and the State and Federal Government was misinformed by counsel to the Receiver that Narco Freedom is currently in a bankruptcy proceeding in which they could not interfere in. This is obviously not factual, yet my word was not motivating enough for the state or the EEOC to re-evaluate such claim I guess?

I have been denied SS Disability due to the failure of Narco Freedom providing my job description and I sit on a 16-22-month backlog of appeals, denied narco's LTD Cigna plan benefits because against Narco Freedom failed to provide a job description to Cigna, according to their claims. Which is in violation with ERISA on the time allowed to make a decision, and I have exhausted my appeal. There is nothing I can do to force Narco Freedom to comply with the law.

The Cigna plan then conspired with my two other LTD carriers Principal and Lloyds of London, and they are seeking recession again without any due process in complete violation of their contracts, as a two-year contestation period has already lapsed per the law and contract. They continued to hold and accept premium to this date as well. I tired workers Comp. and the

receiver appealed such stating my condition was existing? Which is quite interesting since "we never met"? yet she somehow assumes to know my past medical history? Which is surprising she knows more than me somehow? So that was denied as well.

Unemployment denied because I wasn't fired until recently of July 15th, 2015, according to narco freedom's employment council that I never returned from my FMLA leave. Which is very reasonable considering they never called, emailed, or wrote me back to any correspondence, and didn't even know they were expecting me to come back. But what do I do from October 21, 2014 to July 15th, 2015? I'm not entitled to anything every though I was promised?

And I have emails and documentation in owed around 170k in accrued time and the receiver has modified that number to 8k. So much for the protection afforded to me under the whistleblower protection laws, rights under fmla, ada, and ERISA. Let alone discrimination against having an arrest record, being classed out against "a valid and acknowledged agreement" to all employees, yet I am different, I have no rights I assume?

The lack of actions by this state to date have been very disturbing to me, and everyone expects to be treated equally under the law, yet as we wait to have the state to decide whether or not to act per their laws for "all" as the laws were written, we allow the court appointed receiver the right to shred whatever assets are currently existing in matter contrary to the laws in which I was asking your agency to protect.

The State has these specific laws written right in the penal code, the US DOL also made it clear that the state enforces such laws. If the state were to selectively act as they felt, they had an obligation then our laws and constitution discriminates based upon bias acts. All I can do is ask for assistance from your agency as the continuous negligence and lack of fiduciary responsibility to date allows this case to prejudice my rights as a citizen with a disability without any rights to due process who was singly selected to be excluded under your laws with no valid reasoning. Just pure injustice!

Sincerely,

Jason Brand

F. OTHER INSURANCE

If the **Insured** has any other insurance for **Claims** covered under this Policy, the insurance provided by this Policy shall be excess over any other valid and collectible insurance; however, if such other insurance is specifically designated as excess over this Policy, then this insurance shall be primary.

II. This endorsement modifies insurance provided under this Policy as follows:

A. The definition for **Application** is deleted from this Policy and replaced with the following:

Application means the **Application** attached to and forming part of this Policy, including any materials submitted in connection therewith, and on file with the insurer.

B. The definition of **Claim** is amended to include:

Any written demand or binding adjudication of liability for non-pecuniary relief under Item 1. or 2. of the definition of **Claim**.

A **Claim** will be deemed to have been made when such written notice is first received by the **Insured**.

It is a condition precedent to coverage under this Policy that all **Claims** be reported in compliance with the Notice/Claim Reporting Provisions of this Policy.

C. The following is added to this Policy:

1. The insurer shall not be obligated to provide nor pay for the defense of any **Claim** made against any **Insured** if it is determined when the **Claim** is first made that no coverage for such **Claim** exists under this policy.

2. If a **Claim** with multiple allegations is made against an **Insured**, the insurer shall provide coverage for the **Claim** as stated in this Policy, provided, however, that at least one of the allegations is covered under this Policy, regardless of the fact that one or more of the allegations are specifically excluded from coverage under this Policy.

D. The first paragraph of Form PI-NPD-1 NY (6/03) is deleted and replaced with the following:

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS-MADE BASIS FOR ALL LIABILITY COVERAGES AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING DURING THE POLICY PERIOD, ANY SUBSEQUENT RENEWAL, OR EXTENDED REPORTING PERIOD, IN ACCORDANCE WITH SECTION IV. OF THE POLICY, BUT NOT LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD, OF ANY SUBSEQUENT POLICY PERIOD FOLLOWING POLICY RENEWAL, OR OF ANY EXTENDED REPORTING PERIOD.

E. The headings on the first pages of FLEXI PLUS FIVE APPLICATION PI-NPD-NEW APP and FLEXI PLUS FIVE RENEWAL APPLICATION PI-NPD-RENEWAL APP are deleted and replaced with the following:

THIS IS AN APPLICATION FOR A POLICY THAT IS CLAIMS-MADE FOR ALL LIABILITY COVERAGES. PLEASE READ YOUR POLICY CAREFULLY.

F. Definition A., **Administration**, found on Page 5 of Policy Form PI-NPD-2 NY (06/03), is deleted and replaced with the following:

Philadelphia Insurance Policy

PI-NPD-2 NY (06/03)

- a. Any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty; or
- b. Salaries, wages, overhead or benefit expenses associated with any **Insured** except as specified in subparagraph 2. below; or
- c. Salaries, wages, overhead or benefit expenses associated with employees of the **Underwriter**.

2. A \$250 per day per **Individual Insured** supplemental payment for the attendance at the request or with the consent of the **Underwriter** by such **Individual Insured** at hearings, trials or depositions. Such payment shall not exceed \$5000 in the aggregate for all **Individual Insureds** in each **Claim**.

E. **ERISA** means the Employee Retirement Income Security Act of 1974, as amended, any similar federal, state, local or common law, and any rules and regulations promulgated thereunder.

F. **Individual Insured** means:

1. Any individual who has been, now is or shall become a director, officer, governor, trustee, equivalent executive, employee (whether salaried or not), volunteer, leased or temporary employee, or committee member of the **Organization** or, solely with respect to Part 3 (Fiduciary Liability Insurance), of any **Benefit Plan**;
2. The lawful spouse of a director, officer, governor, trustee, or equivalent executive of the **Organization**, but only for actual or alleged **Wrongful Acts** of such executive for which such spouse may be liable as the spouse of such executive;
3. The estate, heirs, legal representatives or assigns of a deceased director or officer, or the legal representatives or assigns of such a person who is incompetent, but only for **Wrongful Acts** of the person described in 1. above which, in the absence of such death or incompetence, would have been covered by this Policy;
4. With respect to an **Organization** chartered outside the United States of America, any individual who has been, now is or shall become a person serving in a position with such **Organization** that is equivalent to any position described in 1. above.

G. **Insured** means the **Organization** and **Individual Insured**.

H. **Interrelated Wrongful Act** means any causally connected **Wrongful Act** or any series of the same, similar or related **Wrongful Acts**.

I. **Loss** means:

1. **Damages**;
2. **Defense Costs**;

but **Loss** does not include:

1. Criminal or civil fines or penalties imposed by law except that solely with respect to Part 3 (Fiduciary Liability Insurance) **Loss** includes fines or penalties imposed under Section 502 (i) and (l) of **ERISA**; or

- a. Any amounts incurred in defense of any **Claim** for which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty; or
- b. Salaries, wages, overhead or benefit expenses associated with any **Insured** except as specified in subparagraph 2. below; or
- c. Salaries, wages, overhead or benefit expenses associated with employees of the **Underwriter**.

2. A \$250 per day per **Individual Insured** supplemental payment for the attendance at the request or with the consent of the **Underwriter** by such **Individual Insured** at hearings, trials or depositions. Such payment shall not exceed \$5000 in the aggregate for all **Individual Insureds** in each **Claim**.

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2. The lawful spouse of a director, officer, governor, trustee, or equivalent executive of the **Organization**, but only for actual or alleged **Wrongful Acts** of such executive for which such spouse may be liable as the spouse of such executive;
3. The estate, heirs, legal representatives or assigns of a deceased director or officer, or the legal representatives or assigns of such a person who is incompetent, but only for **Wrongful Acts** of the person described in 1. above which, in the absence of such death or incompetence, would have been covered by this Policy;
4. With respect to an **Organization** chartered outside the United States of America, any individual who has been, now is or shall become a person serving in a position with such **Organization** that is equivalent to any position described in 1. above.

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H. **Interrelated Wrongful Act** means any causally connected **Wrongful Act** or any series of the same, similar or related **Wrongful Acts**.

I. **Loss** means:

1. **Damages**;
2. **Defense Costs**;

but **Loss** does not include:

1. Criminal or civil fines or penalties imposed by law except that solely with respect to Part 3 (Fiduciary Liability Insurance) **Loss** includes fines or penalties imposed under Section 502